

P/16-300

THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of

Katsuyuki SAITO et al.

Date: April 24, 2006

Serial No.: 10/036,408

Group Art Unit: 2613

Filed: January 7, 2002

Examiner: Gims S. PHILIPPE

For: ENDOSCOPIC IMAGING SYSTEM MAKING IT POSSIBLE TO
DETACHABLY ATTACH EXPANSION UNIT HAVING EXTERNAL
EXPANSION FACILITY AND ADD EXPANSION FACILITY FOR
IMPROVING CAPABILITY OF SYSTEM

Mail Stop Amendment
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

TERMINAL DISCLAIMER TO OBVIATE DOUBLE PATENTING
REJECTION (37 CFR §1.321(b))

Sir:

Interest of Person Making This Disclaimer

I, Max Moskowitz, of Ostrolenk, Faber, Gerb & Soffen, LLP, with offices at 1180 Avenue of the Americas, New York, New York 10036-8403, represent that I am a representative authorized to sign on behalf of the applicant identified below who owns all of the interest in this application.

The required fee accompanies this disclaimer (\$130.00-large entity).

Identity and Title of Disclaimant

The assignee is:

Name of assignee Olympus Optical Co., Ltd.

Address of assignee 43-2, Hatagaya 2-chome, Shibuya-ku
Tokyo, Japan

Title of disclaimant authorized to sign on behalf of assignee: Attorney of Record

U.S. patent application Serial No. 10/047,025 and U.S. patent application Serial No. 10/046,830 are both divisional applications of U.S. patent application serial no. 09/120,559, now U.S. Patent no. 6,538,687 issued on March 25, 2003, which application's assignment was

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recorded on July 22, 1998 at Reel 9351, Frame 0738. Said document has been reviewed and, to the best of the assignee's knowledge and belief, title is in the assignee and has not been changed in the divisional applications.

Disclaimer

Max Moskowitz hereby disclaims the terminal part of any patent granted on the above-identified present application which would expire beyond the expiration date of the full statutory term of U.S. patent application Serial No. 10/047,025, and/or U.S. patent application Serial No. 10/046,830, and any patents which might issue on U.S. patent application Serial No. 10/047,025, and/or U.S. patent application Serial No. 10/046,830;

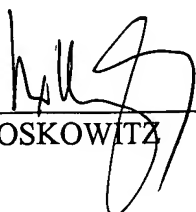
agrees that any patent so granted on the above-identified present application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. patent application Serial No. 10/047,025, and/or U.S. patent application Serial No. 10/046,830, this agreement to run with any patent granted on the above-identified present application and to be binding upon the grantee, its successors or assigns; and

does not disclaim any terminal part of any patent granted on said above-identified present application that would extend to the full statutory term of U.S. patent application Serial No. 10/047,025, and/or U.S. patent application Serial No. 10/046,830, in the event that said issued patent later expires for failure to pay maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321(a), has all claims cancelled by a reexamination certificate, or is otherwise terminated prior to the expiration of its statutory term, except for the separation of legal title stated above.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

Date: April 24, 2006



MAX MOSKOWITZ